



County of San Bernardino

F A S

## STANDARD CONTRACT

E	<input checked="" type="checkbox"/>	New	Vendor Code		SC	Dept.	A	Contract Number	
M	<input type="checkbox"/>	Change							
X	<input type="checkbox"/>	Cancel							
County Department					Dept.	Orgn.	Contractor's License No.		
Board of Retirement					RET	RET			
County Department Contract Representative					Phone #		Amount of Contract		
Terry Slattery					(909) 885-7980, 212				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB Number		Termination Date		
PAB	RET	RET	100	1345					
Commodity Code			Estimated Payment Total by Fiscal Year						
			FY	Amount	I/D	FY	Amount	I/D	
Project Name									
Retirement Accounting									
Specialist									

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and  
Name

Marian Broadfoot

hereinafter  
called

Contractor

Address

1021 Pumalo Street

San Bernardino, CA 92404

Phone

(909) 882-1596

Birth Date

5/23/1934

Federal ID No. or Social Security No.

547-42-2302

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

**WITNESSETH**

**WHEREAS, CONTRACTOR** will provide services to the San Bernardino County Employees' Retirement Association, Board of Retirement, and has the skills and knowledge necessary to provide services for the San Bernardino County Employees' Retirement Association, Board of Retirement (SBCERA);

**WHEREAS, the SBCERA,** desires to obtain the services of CONTRACTOR on the terms and conditions set forth in this Contract; and

**WHEREAS, CONTRACTOR** agrees to be employed by the County of San Bernardino and to provide services to SBCERA on the terms and conditions set forth in this contract;

**NOW, THEREFORE,** in consideration of mutual covenants and conditions, the parties agree as

follows:

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Attachment A – Expense Reimbursement

## I. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Contractor will provide training in the following areas:

- A. **RETIREMENT DATABASE** - Analyze and initiate documentation to coordinate all problems and enhancements to the retirement system database with the Information Services Department (ISD) programmers in order to keep the system efficient and operational. Initiate Statement of Allowance messages, Request/Remove employee database access.
- B. **TAX ACCOUNTING** - Prepare the annual 1099R tax statements, Handle inquiries regarding 1099R's, Prepare IRS & State reports, Prepare the ACH Debit transactions for payroll.
- C. **FUND ACCOUNTING** - Verify expenditures and make corrections to the Fund Accounting System using monthly reports, Record training/travel expenditures, Prepare monthly specialized reports, Audit cash available, Prepare the administrative fund annual budget, Prepare annual accruals and Closing documents, Audit cash availability and prepare transfers of funds.
- D. **AUDITING** - Audits the following: Real estate reports, Refunds, Contributions, Purchases of service time, Vendor payment vouchers, Member files, 30 year member report, Retiree certifications.
- E. **SUPERVISE** - 1st line Supervisor of five Fiscal Clerks and one Clerk. Coordinate efforts, problem solving, review time and attendance reports, audit/review various tasks performed by Fiscal Clerks and Clerk.
- F. **MISC.** - Inventory Equipment and Fixed Assets, Miscellaneous Projects as Assigned. Answer phone and over the counter inquiries regarding 1099R's, Budget, Administrative Expenses.

## II. TERM

This agreement shall be effective March 25, 2000 and shall remain in effect for one year and shall be automatically renewed for one year periods, subject to the termination provisions of this paragraph. Notwithstanding the foregoing, either party may terminate this contract at any time for no cause upon fourteen (14) days prior written notice to the other party. This contract may be terminated for just cause immediately by the County. Contractor shall serve at the pleasure of the Appointing Authority which is the Retirement Administrator for the Board of Retirement. The Retirement Administrator or his designee shall have the full authority and discretion to exercise County rights under this paragraph.

### III. WAGE RATES AND BENEFITS

- A. Contractor shall be compensated for services rendered at a rate of \$18.80 per hour worked (27 hours per week). Payment for such services shall be made on a biweekly basis. Contractor shall not work more than a maximum of 960 hours per year under this contract.
- B. Contractor shall receive all across-the-board increases in the same manner as general employees of the County.
- C. Contractor shall not accrue vacation, sick leave nor holiday leave and shall not be paid for any fixed holidays observed by County employees. Any absences without pay shall be subject to approval by the Retirement Administrator or his designee.
- D. Contractor shall be covered by the County's Workers' Compensation only during the hours actually worked under this contract. Contractor shall be covered by the County's Public Liability Insurance only while performing the services under this contract.
- E. Contractor shall be reimbursed for necessary expenses incurred on behalf of the County. Expense reimbursement shall be administered under the terms and conditions set forth in Attachment A – Expense Reimbursement.

### IV. GENERAL PROVISIONS

- A. Contractor agrees that all reports, documents, photographs, data, studies, and other material, finished or unfinished, prepared by the Contractor for the Board of Retirement, shall be the property of the County.
- B. Submission of hours worked shall be on the County's Time and Labor Report.
- C. If the services to be performed under this agreement require Contractor to drive a vehicle, Contractor must possess a valid California driver's license at all times during the performance of this agreement. Contractor agrees to allow County to obtain a Department of Motor Vehicles report of Contractor's driving record.

1. In order for Contractor to be able to use a private vehicle during the performance of this agreement, Contractor shall be covered by vehicle liability insurance at least equal to the minimum requirements of the California Vehicle Code. Such requirements currently are:
  - a) Fifteen thousand dollars (\$15,000) for single injury or death;
  - b) Thirty thousand dollars (\$30,000) for multiple injury or death;
  - c) Five thousand dollars (\$5,000) for property damage.
- D. A County vehicle may be provided, as required, to perform assigned tasks or Contractor will be reimbursed for County business mileage as described in "III, E." The Retirement Administrator or his designee shall decide whether a County vehicle is used by Contractor for County business or if Contractor shall be reimbursed for necessary mileage on County business.
- E. Meal periods are nonpaid and nonworking time and shall not be less than one-half (1/2) hour, or greater than one (1) hour when scheduled. Every effort will be made to schedule such meal period during the middle of the shift when possible. If a regularly scheduled tour of duty does not include a duty-free meal period, the Retirement Administrator or his designee shall allow Contractor a maximum of twenty (20) minutes per shift to eat a meal. Such time shall be considered work time.
- F. Contractor shall be entitled to rest periods in accordance with the schedule contained herein. Rest periods shall be scheduled in accordance with the requirements of the County, but in no instance shall rest periods be scheduled within one (1) hour of the beginning or ending of a tour of duty or meal period, nor shall such time be accumulative nor used to report to work late or leave early. Rest periods shall be considered as time worked. If Contractor is required to work beyond Contractor's regular tour of duty, Contractor shall be granted a ten (10) minute rest period for each two (2) hours of such work.

Regularly Scheduled Tour of Duty    No. and Limit of Rest Period

After 3 hours and through 6 hours	One – 15 Minute Rest Period
After 6 hours and through 8 hours`	Two – 15 Minute Rest Periods
After 8 hours and through 10 hours	Two – 20 Minute Rest Periods
After 10 hours	One - 25 Minute Rest Period and One – 20 Minute Rest Period

G.    CONFLICT OF INTEREST

As a condition of employment with the Board of Retirement, Contractor does hereby agree to uphold the conflict of interest policy of the County which is stated in Rule I, Section 8, of the County's Personnel Rules as follows:

"No official or employee shall engage in any business or transaction or shall have a financial or other personal interest or association direct or indirect, which is in conflict with the proper discharge of official duties. Personal, as distinguished from financial interest, includes an interest arising from blood or marriage relationships, or close business, personal or political associations. This section shall not serve to prohibit independent acts or other forms or enterprise during those hours not covered by active County employment providing such acts do not constitute a conflict of interest as defined herein. An employee is also subject to the provisions of California Government Code Sections 1090, 1126, 87100, and any other applicable provisions of the Government Code and any conflict of interest code applicable to County employment."

- H. Contractor shall receive only the benefits and compensation specifically set forth in this contract. This contract provides for the full compensation to Contractor for services required hereunder.

## V. CONCLUSION

This contract, consisting of nine (9) pages and including Attachment A, is the full and complete document describing services to be rendered by the Contractor to the County including all covenants, conditions and benefits.

Attachment A

## **EXPENSE REIMBURSEMENT**

### **GENERAL PROVISIONS**

The purpose of this attachment is to define the policy and procedures by which Contractor shall report and be reimbursed for necessary expenses incurred on behalf of the County.

### **RESPONSIBILITIES**

It shall be the responsibility of the Retirement Administrator or his designee to investigate and approve each request for expense reimbursement. It shall be the responsibility of the Contractor to obtain prior approval from the Retirement Administrator or his designee to incur a business expense.

### **TRAVEL AUTHORIZATION**

The Retirement Administrator or his designee is authorized to approve necessary travel within the State of California and use of transportation mode consistent with this attachment.

### **AUTHORIZATION FOR ATTENDANCE AT MEETINGS**

- A. The Retirement Administrator or his designee may authorize attendance at meetings at County expense when the program material is directly related to an important phase of County service and holds promise of benefit to the County as a result of such attendance.
- B. Authorization for attendance at meetings without expense reimbursement, but on County time, may be granted when Contractor is engaged on the County's behalf, but from which the gain will inure principally to the benefit of the Contractor and only incidentally to the County.

Attachment A  
Page 2

### **RECORDS AND REIMBURSEMENTS**



- A. Requests for expenditure reimbursement should be submitted once each month, except if the amount claimable for any month does not exceed twenty-five dollars (\$25.00), the submission may be deferred until the amount exceeds twenty-five dollars (\$25.00) quarterly or until June 30 during the current fiscal year, whichever occurs first. At the end of the fiscal year, expense reimbursement claims for July 1 and beyond must be on a separate claim from those expenses claimed for June 30 or earlier.
- B. Receipts or vouchers which verify the claimed expenditures will be required for all items of expense, except:
  - 1. Subsistence, except as otherwise provided in this Attachment.
  - 2. Private mileage.
  - 3. Taxi, streetcar, bus and ferryboat fares, bridge and road tolls; parking fees.
  - 4. Telephone and telegraph charges.
  - 5. Other authorized expenses of less than one dollar (\$1.00).
- C. Claims for expense reimbursement totaling less than one dollar (\$1.00) in any fiscal year shall not be paid.
- D. Reimbursement shall not be made for any personal expenses such as, but not limited to: entertainment, barbering, etc.
- E. Except as otherwise provided in this Attachment, expense reimbursements shall be made on an actual cost basis.

Attachment A  
Page 3

TRANSPORTATION MODES

A. The general rule for selection of a mode of transportation is that mode which represents the lowest expense to the County.

B. Travel Via Private Automobile

1. Reimbursement for use of privately owned automobiles to conduct County business shall be at the IRS allowable rate or thirty-two cents (\$0.32) per mile, whichever is greater.

Reimbursement at this rate shall be considered as full and complete payment for actual necessary expenses for the use of the private automobile, insurance, maintenance, and all other transportation-related costs. The County does not provide any insurance for private automobiles used on County business. Contractor is responsible for the personal liability and property damage insurance when the vehicle is used on County business.

D. Travel via Air

When commercial aircraft transportation is approved for Contractor, the "cost of public carrier" shall mean the cost of air coach class rate including tax and security surcharges.

#### SUBSISTENCE

A. Contractor may receive subsistence allowances for lodging and meals with prior approval of the Retirement Administrator or his designee as necessary for the purpose of conducting County business. Excess charges greater than the allowances listed below may be authorized under special conditions, such as a convention requirement or in an area of unusually high cost (such as San Francisco Bay area, Sacramento, Fresno, Los Angeles and San Diego). Receipts are mandatory to obtain reimbursement for all lodging and claims for the full day's meal allowance.

B. The allowance for lodging is sixty-five dollars (\$65.00) plus tax, per night, single, with receipt.

- C. The allowance for meals is forty-one dollars (\$41.00) plus tax and gratuity, the latter not to exceed fifteen percent (15%), per day, for three (3) meals, or when separate meals are claimed, nine dollars (\$9.00) for breakfast; twelve dollars (\$12.00) for lunch; and twenty dollars (\$20.00) for dinner, all plus tax and gratuity, as provided above.
- D. Meal allowances for a business meeting/conference including meals are the actual cost.

#### EXPENSE ADVANCES

Contractor may obtain advancement of funds for business expenses from the County's Auditor/Controller's Office through submission of the appropriate form. Advancements shall not exceed the per diem allowances set forth herein. The minimum amount to be advanced is twenty-five dollars (\$25.00).

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Jon D. Mikels, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

\_\_\_\_\_ Marian Broadfoot \_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_ Marian Broadfoot \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_ Retirement Accounting Specialist \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_ 1021 Pumalo Street \_\_\_\_\_  
\_\_\_\_\_ San Bernardino, CA 92404 \_\_\_\_\_

Approved as to Legal Form

► \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Reviewed for Processing

► \_\_\_\_\_  
Agency Administrator/CAO

Date \_\_\_\_\_